

Service Level Agreement

Utility Backup Solutions, LLC (“UBS”, “we”, “us” or the “Company”) agrees to provide you (the “Customer” or “You”) the LiveVault Service (at times we may refer to this service by our trade name, “BackupGrid” or simply the “Service”) for the data on your Initial Server and any subsequent servers you choose to enroll (each, a “Protected Server”), as described in this service level agreement (“SLA”) for the retention period You selected during the online enrollment process. For purposes of this SLA, “Your Data” shall be deemed to include any information transmitted from your Protected Servers to the secure data vaults regardless of its ownership or origin.

The Service is warranted to conform to the service levels specified below for any Protected Server after the Initial Backup has taken place on such Protected Server.

1. Data Protection

Current Data Protection. Depending upon the options you have selected, backup configurations may be set to run continuously (up to every 15 minutes) 24 X 7 or to run on a scheduled basis (See the System Requirements indicated in the online portal for supported configurations). When a backup configuration is running, only changes to files and databases you have selected for backup on the Protected Server are captured by the software module (the “Agent”), encrypted, and sent to the secure data vaults. Queued Changes, as defined in Section 3 below, are sent to the secure data vaults when there is a Valid Connection, as defined in Section 5 below, between the Protected Server and the LiveVault Service and there are no preceding items waiting to be sent. The LiveVault Service retains secured copies of Your Data for the set retention period for so long as the schedule is in effect.

Historic Data Protection. For those customers using the continuous backup configuration, historic images of Your Data are retained based on one of the following retention periods, as selected by You during configuration.

- **30-Day Continuous Backup Service.** The Service takes fifteen (15) minute incremental backup copies [dependent upon size and change rate to file(s)] of Your Data. Daily backups will be held for thirty (30) calendar days at Iron Mountain’s data center(s). You may initiate restore requests from any of these data sets.
- **90-Day Continuous Backup Service.** The Service takes fifteen (15) minute incremental backup copies, depending upon size and change rate to file(s) of Your Data. After the first twenty-four (24) hour period a single daily backup copy will be held for one (1) week and monthly copies for the remainder of the three (3) month period. You may initiate restores from any of these data sets.
- **1-Year Continuous Backup Service.** The Service takes fifteen (15) minute incremental backup copies [dependent upon size and change rate to file(s)] of Your Data. Daily backups will be held for thirty (30)

calendar days and copies from the end of each calendar month for the past twelve (12) months. You may initiate restore requests from any of these data sets.

- **7-Year Continuous Backup Service.** The Service takes fifteen (15) minute incremental backup copies [dependent upon size and change rate to file(s)] of Your Data. Daily backups will be held for thirty (30) calendar days, copies from the end of each calendar month for the past twelve (12) months, and copies from the end of each calendar quarter for the past twenty-eight (28) quarters. You may initiate restore requests from any of these data sets.

2. Data Recoverability

Restore Performance. Free Internet-based restores are provided upon Your request. The completion time of the Restore/Recovery will depend on Your Internet connection speed, data change rates, and the total amount of Your Data requested. Should UBS, as part of its monitoring function, observe any unusual, abnormal, or excessive number of restore requests, the Company reserves the right to require You to modify Your procedures and behavior in this area.

Restore times over the Internet are limited by Your connection bandwidth speed and quality. Data transfer speeds are dependent upon the bandwidth latency between Your site and the data center(s) maintained by Iron Mountain. Below is a table showing the expected data transfer times based on different network latency figures. E.g If the bandwidth latency time is 50ms, then the maximum possible GB/hr rate “on the wire” is 4.3 GB/hr. Assuming a 2:1 compression, the maximum observed rate would be 8.6GB/hr.

To determine the latency between Your site(s) and the data center(s) you can use the ping command to one of the vaulting sites listed below:

US	Ping 216.229.151.1 or 208.66.137.1
Canada	Ping 208.66.142.1 or 208.66.143.1
Europe	Ping 193.30.234.65 or 193.30.234.68

IMPACT OF BANDWIDTH LATENCY with 64K TCP/IP window

RTT in ms	GB per hour	Equiv Mbps (approx)
3 ms	71.8 GB/hour	134.6 Mbps
10 ms	21.5 GB/hour	40.4 Mbps
15 ms	14.4 GB/hour	26.9 Mbps
20 ms	10.8 GB/hour	20.2 Mbps
30 ms	7.2 GB/hour	13.5 Mbps
40 ms	5.4 GB/hour	10.1 Mbps
50 ms	4.3 GB/hour	8.1 Mbps
75 ms	2.9 GB/hour	5.4 Mbps
100 ms	2.2 GB/hour	4.0 Mbps
125 ms	1.7 GB/hour	3.2 Mbps
150 ms	1.4 GB/hour	2.7 Mbps
175 ms	1.2 GB/hour	2.3 Mbps
200 ms	1.1 GB/hour	2.0 Mbps
225 ms	1.0 GB/hour	1.8 Mbps
250 ms	0.9 GB/hour	1.6 Mbps
275 ms	0.8 GB/hour	1.5 Mbps
300 ms	0.7 GB/hour	1.3 Mbps
325 ms	0.7 GB/hour	1.2 Mbps
350 ms	0.6 GB/hour	1.2 Mbps
375 ms	0.6 GB/hour	1.1 Mbps
400 ms	0.5 GB/hour	1.0 Mbps

(assuming you have enough available bandwidth to support the above speeds)

Physical Media Restores (NAS). NAS Restores shall be provided upon Your request . Additional fees apply, as indicated in the Terms of Use found in your Subscription Agreement with the Company.

Shipment of physical media restores is dependent on 1) the time the restore request is received and 2) the amount of data being restored. The following table indicates the expected times at which the physical media will be available for shipment based on the time the restore is requested and the actual amount of data being restored:

Data Size	Request Submitted	Ready for Shipment	Expected Delivery
1 – 100 GB	On or before 10 AM EST	5 PM Same Day	Next Business Day
101 – 500 GB	After 10 AM EST	5 PM Next Day	2nd Business Day

- Delivery is dependent on the shipping method chosen and subject to local courier pickup times.
- Ready to ship times are calculated as: (Protected Data Size ÷ 20) + 2
- Example: A restore of 100GB = (100 ÷ 20) + 2 = 7 hours
- Request submitted by 10am + 7 hours = ready for shipment by 5pm, expected delivery Next Business Day.

3. Our LiveVault BackupGrid Service

When used in accordance with the following usage requirements and guidelines, the LiveVault Service provides on-line backup protection for servers that meet the system requirements found in the online Web management portal. The LiveVault Service is able to protect applications, open files, open databases, and registry and security information on supported Windows machines.

To deploy the Service, You download the Agent on to each Protected Server You have registered; the Agents can be downloaded (as many as you need, free of charge) from the online Web management portal. Agents become billable once installed and connected to the platform.

Once configured and deployed, the Agent replicates the selected data in its entirety (the “Initial Backup”) to a TurboRestore Appliance at Your site, if applicable or to the offsite data storage backup vaults (the “LiveVault Server”). After the Initial Backup, only changes to files and databases selected for backup on the Protected Server (the “Changes”) are sent to the local appliance(s) and / or LiveVault Server.

You manage the LiveVault Service through a web management interface that is personalized with Your custom content. A dynamic management page shows You the current status of all of Your backup and restore jobs, and enables You to make immediate modifications or requests. You may view an inventory of all data files, current and historic and initiate restores from the web.

Your backup and restore processes are also monitored and managed by the Service Operations Center (the “SOC”). If any problems arise, Customer Service will notify You and suggest corrective action.

From time-to-time this Service Level Agreement may change. A modification may include, but is not limited to, changes in system requirements, restrictions, limitations, or bandwidth requirements. The most current version of this SLA document can always be found by clicking on the “SLA” link at the bottom of the Company’s Internet Web site. You are responsible for ensuring that Your system conforms to any updated restrictions, limitations or requirements. You are responsible for updating the Company as to any changes to Your email and contact information to facilitate communication of these notices.

In the event that Your use of the LiveVault Service is adversely affecting the operation of the LiveVault Service, Your Service may be terminated by Utility Backup without liability to the Company, its licensors or suppliers or other end users, upon prior written notice, unless in the Company’s sole technical discretion, a technical emergency shall require immediate termination (which shall be without liability to UBS, its licensors or suppliers or other end users) in order to prevent Your use of the Service from adversely affecting the effectiveness of the LiveVault Service for other end users, or to preserve system integrity or prevent network

abuse, in which case notice shall be provided to You via telephone call and e-mail promptly following such emergency termination.

4. System Requirements

Each Protected Server must meet the system requirements in order to effectively utilize the LiveVault Service. These requirements may change from time to time. In addition, there are other restrictions you should be aware of relating to the use of certain other software products (such as open file managers and anti-virus software) on Protected Servers. See the system requirements indicated in the online Web management portal for specifics.

5. Bandwidth Requirements

The LiveVault Service is able to measure the rate at which data on a Protected Server is changing. After a few hours of routine operation, during normal business hours, the SOC will be able to provide an estimate of the completion time for the Initial Backup and an estimate of bandwidth required for continuous operation of the LiveVault Service. Bandwidth requirements are based on a combination of rated bandwidth, latency and bandwidth error rates. You will be notified if the SOC determines that there is insufficient bandwidth for continuous operation.

Changes are sent to the LiveVault Server when there is a Valid Connection between the Protected Server, backup appliance and the LiveVault Server. "Valid Connection" means that the bandwidth actually available between Your Protected Server(s) and the LiveVault Server is adequate for the amount of data being protected and the rate of the data changes as discussed below. The bandwidth actually available can be affected by other network traffic into or out of Your premises and may be affected by occasional or intermittent slowdowns or interruptions in the network path(s) to the LiveVault Server. The LiveVault Service will continue operation during brief periods when limited bandwidth is available and will automatically resume operation following network interruptions.

We estimate that a typical file system will see a daily change rate of 5%. At this change rate, the expected bandwidth requirement is 20 Kbps per protected gigabyte ("GB"). The following table provides an estimate of the upstream bandwidth required to protect various amounts of data:

Total Data UNDER PROTECTION	Bandwidth (upstream)
6 GB	128 Kbps
20 GB	384 Kbps
60 GB	1.0 Mbps
75 GB	1.5 Mbps
125 GB	1.9 Mbps
250 GB	3.8 Mbps
500 GB	7.8 Mbps

Highly dynamic servers such as mail servers and active database servers may have additional bandwidth requirements. Higher rates of change will result in a linear increase in bandwidth required.

Increased amounts of protected data, increased rates of data change, other demands for bandwidth, or other factors that contribute to latency may, at a given time, limit the effectiveness of the LiveVault Service.

6. Initial Protection Time Requirements

The Initial Backup process for each Protected Server must complete before a Protected Server is fully protected by the LiveVault Service. This process may take several days. Data transfer rates for the Initial Backup can be estimated at two (2) gigabytes per day for each 256 Kbps of available bandwidth. The data transfer rate may improve by as much as 50% when a few large files, as opposed to an equivalent amount of data consisting of many smaller files, are being protected. Typically, if only the minimum bandwidth is available for the given capacity, it could take nine days or more to complete the Initial Backup. It is recommended that Customers have enough bandwidth to complete the Initial Backup for any single large file in five (5) days or fewer. Extended network interruptions can force a retransmission of the current file, thereby delaying your Initial Backup.

7. Customer Service

The SaaS BackupGrid Service provides you with access to customer service as more fully described below:

SEVERITY 1 / S1-CRITICAL:

- *Description.* Customer's system or service is down and inoperable in a production environment. All work has stopped and the situation is causing a critical impact to the customer's business operations and productivity. No workaround is available.
- *Response Time SLA.* 1-hour response 24/7
- *Update Interval.* Daily or more frequently as information / next steps become available.

SEVERITY 2 / S2-HIGH:

- *Description.* Customer's system or service is severely limited or degraded in a production environment. The situation is causing a significant impact to certain portions of the customer's business and productivity. No workaround is available. (The system or service interrupted but recovered, with high risk of reoccurrence.)
- *Response Time SLA.* 4-hour response time M-F, 8am – 6pm pacific.
- *Update Interval.* Daily, Monday through Friday.

SEVERITY 3 / S3-MEDIUM:

- *Description.* Problem encountered in a production environment; irritant; minimal impact to business operation; localized or isolated impact; operational nuisance; documentation errors. Business is not severely impacted.
- *Response Time SLA.* 2-day response time M-F, 8am – 9pm pacific.
- *Update Interval.* Twice a week, Monday through Friday.

SEVERITY 4 / S4-LOW:

- *Description.* General questions; requests for enhancements; information needed in a production environment.
- *Response Time SLA.* 4-day response time M-F, 8am – 6pm pacific.
- *Update Interval.* Once a week, Monday through Friday.

SEVERITY 5 / S5 SCHEDULED.

- *Description.* Non-emergency hardware delivery / setup. Issue review meeting, etc.
- *Response Time SLA.* 2-day response time M-F, 8am – 6pm pacific.
- *Update Interval.* Per agreement.

GENERAL

UBS provides Level I telephone and email support and escalates issues as appropriate to IRM for Level II or engineering assistance. There is only one support tier for the Help Desk. We take each call as they come in. there are no priority customers. Customers who declare an outage (server down) will receive step-by-step assistance to recover their data via the internet via a re-directed restore or NAS overnight ship.

There is never a charge for contacting Customer Support by telephone or email with questions about your Service.

We provide you with Maintenance Updates to the LiveVault Agent used in the Service as they are made available from Iron Mountain. Updates include any corrections and patches to the Agent and the LiveVault Service as well as any available improvements of existing features. Technical support is provided for the LiveVault Service during normal business hours of 8:00 AM to 6:00PM Pacific Time, Monday through Friday, excluding holidays.